

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

NORTH AUGUSTA 102 SC, LLC AND)
KINGSLEY TOWNES SC, LLC DBA)
RIVERS EDGE APARTMENTS)
)
Plaintiffs,)
)
v.) C.A. No.: 1:25-cv-4667-SAL
)
)
ARCH SPECIALTY INSURANCE)
COMPANY,)
)
Defendant.)
)

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1332, 28 U.S.C. § 1441 and 28 U.S.C. § 1446 and with a full reservation of rights, Defendant Arch Specialty Insurance Company (“Arch”) hereby removes the lawsuit styled North Augusta 102 SC, LLC and Kingsley Townes SC, LLC DBA Rivers Edge Apartments v. Arch Specialty Insurance Company, Case No. 2025-CP-0201097, on the docket of the Court of Common Pleas for the County of Aiken, State of South Carolina to the United States District Court for the District of South Carolina, Aiken Division. Arch respectfully submits that the grounds for its removal of the action are as follows:

1. On April 24, 2025, Plaintiffs initiated this lawsuit by filing a Complaint in the Court of Common Pleas for the County of Aiken, State of South Carolina (“the State Court Action”). (See Exhibit “1” attached hereto and incorporated by reference.)

2. On April 29, 2025, Arch was served through the South Carolina Department of Insurance with a copy of the Summons and the Complaint in the State Court Action. (See Exhibit “1.”)

3. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served upon Arch in the State Court Action are attached hereto as Exhibit 1.

Citizenship of the Parties

4. Plaintiff North Augusta 102 SC, LLC avers in the Complaint that it is a “South Carolina limited liability compan[y] and owner[]/operator[] of the Rivers Edge Apartments located in North Augusta, Aiken County, South Carolina.” (Ex. 1, Compl. ¶ 1). According to business records maintained by the South Carolina Secretary of State, Plaintiff North Augusta 102 SC, LLC is a domestic limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Aiken County, South Carolina. (See Exhibit “2” attached hereto and incorporated by reference.) Upon information and belief, none of the members of Plaintiff North Augusta 102 SC, LLC are citizens of Missouri or New Jersey.

5. Plaintiff Kingsley Townes SC, LLC avers in the Complaint that it is a “South Carolina limited liability compan[y] and owner[]/operator[] of the Rivers Edge Apartments located in North Augusta, Aiken County, South Carolina.” (Ex. 1, Compl. ¶ 1). According to business records maintained by the South Carolina Secretary of State, Plaintiff Kingsley Townes SC, LLC is a domestic limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Aiken County, South Carolina. (See Exhibit “3” attached hereto and incorporated by reference.) Upon information and belief, none of the members of Plaintiff Kingsley Townes SC, LLC are citizens of Missouri or New Jersey.

6. Arch is a corporation organized and existing under the laws of the State of Missouri, with a principal place of business at Harborside 3, 210 Hudson Street, Suite 300, Jersey City, New Jersey.

7. Accordingly, there is diversity of citizenship between Plaintiffs and Arch.

Amount in Controversy

8. There is more than \$75,000, exclusive of interest and costs, in controversy in this lawsuit.¹

9. In the Complaint, Plaintiffs allege they have suffered “a multi-million dollar injury” which is “fully compensable under the terms of the [Arch] Policy.” (Ex. 1, Compl. ¶¶ 8-9). Plaintiffs contend Arch “has failed and refused to make any payment to Plaintiffs” for this injury, and, as a result, they have suffered damages.² (Ex. 1, Compl. ¶ 11).

10. Arch disagrees with this assertion and values Plaintiffs’ claim at \$53,958.59.

11. Accordingly, because the amount at stake in this litigation exceeds \$75,000, the amount in controversy has been satisfied for purposes of removal.

Timeliness of Removal

12. Fewer than 30 days have elapsed from the date Arch received the Complaint.

13. Furthermore, one year has not passed from the commencement of this action, which occurred on April 24, 2025.

14. Accordingly, this Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b).

¹ In cases involving multiple plaintiffs, the amount in controversy can be aggregated when two or more plaintiffs share a “common and undivided interest” in the object of the litigation. Auto Money North LLC v. Walters, 737 F. Supp. 3d 330, 342 (D.S.C. 2024). Here, Plaintiffs seek to enforce the terms of and recover under a single insurance policy in which they are designated as the named insureds and which covers the apartment complex made the subject of this suit. Thus, the “common and undivided interest” requirement is met and the amount in controversy easily exceeds jurisdictional thresholds as the Plaintiffs collectively assert that they have suffered a multimillion-dollar loss.

² Arch disagrees that Plaintiffs are entitled to such a recovery under the Policy and raises their claim only for the purpose of establishing the amount in controversy.

Conclusion

15. 28 U.S.C. § 1441(a) provides:

Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.

16. Given that there is diversity of citizenship between Plaintiffs and Arch, and because the amount in controversy exceeds \$75,000, exclusive of interest, attorneys' fees and costs, this Court has jurisdiction over this civil action pursuant to 28 U.S.C. § 1332. Accordingly, this action may be removed to this Court pursuant to 28 U.S.C. § 1441.

17. Venue is proper under 28 U.S.C. § 1446(a) because the State Court Action is pending within the geographical jurisdiction of the United States District Court for South Carolina, Aiken Division.

18. Promptly after filing this Notice of Removal, written notice hereof will be given to counsel for Plaintiffs, and will be filed with the Clerk of Court for the Court of Common Pleas for the County of Aiken, State of South Carolina in conformity with 28 U.S.C. § 1446(d).

WHEREFORE, Defendant, Arch Specialty Insurance Company, prays that this Notice of Removal be deemed good and sufficient, that the aforesaid Complaint be removed from the Court of Common Pleas for the County of Aiken, State of South Carolina to the United States District Court for the District of South Carolina, Aiken Division for trial and determination as provided by law, and that this Court enter such orders and issue such process as may be proper to bring before it copies of all records and proceedings in such civil action from such state court and thereupon proceed with the civil action as if it had been commenced originally herein.

Respectfully submitted,

/s/ Anna P. Cathcart
Anna P. Cathcart, (SC Bar #103529)
D.S.C. ID #13075
PHELPS DUNBAR LLP
4141 Parklake Avenue, Suite 530
Raleigh, NC 27612
P: 919.789.5300
F: 919-789-5301
anna.cathcart@phelps.com
*Attorneys for Defendant Arch Specialty
Insurance Company*

Date: May 29th, 2025

Certificate of Service

I hereby certify that on May 29th, 2025, I electronically filed the foregoing Notice of Removal with the Clerk of the Court using the CM/ECF system. Additionally, a separate copy of this Notice of Removal is being served on the following via UPS Overnight Delivery:

Brooke E. Webber, Esq.
Howard Stallings Law Firm
5410 Trinity Road, Ste. 210
Raleigh, NC 27607
bwebber@howardstallings.com
Attorneys for Plaintiffs

/s/ Anna P. Cathcart
Anna P. Cathcart, (SC Bar #103529)
D.S.C. ID #13075
PHELPS DUNBAR LLP
4141 Parklake Avenue, Suite 530
Raleigh, NC 27612
P: 919.789.5300
F: 919-789-5301
anna.cathcart@phelps.com
Attorneys for Defendant Arch Specialty Insurance Company